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5 Attorneys for Plaintiff-in-Interpleader
NEW YORK LIFE INSURANCE COMPANY
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9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**

11 NEW YORK LIFE INSURANCE
COMPANY,

12 Plaintiff-in-Interpleader,

13 vs.

14 HARRY K. JEUNG, an individual; CHEUK
15 PING WONG, an individual,

16 Defendants-in-Interpleader.
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) CASE NO.: C 06-3201 CRB
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11 **STIPULATION OF THE PARTIES FOR:**

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14 1. **DISCHARGE AND DISMISSAL**
WITH PREJUDICE OF PLAINTIFF-
IN-INTERPLEADER NEW YORK
LIFE INSURANCE COMPANY;
15 2. **AWARD OF \$5,000 TO PLAINTIFF-**
IN-INTERPLEADER NEW YORK
LIFE INSURANCE COMPANY;
16 **AND**
17 3. ~~**PROPOSED**~~ **ORDER**
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1 The parties to this action, by and through their counsel of record, stipulate as follows:

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3 RECITALS

4 WHEREAS, on or about April 5, 1994 Plaintiff-in-Interpleader New York Life Insurance
5 Company ("NYLIC") issued New York Life Policy 45 129 109 (the "Policy") to Nancy N. Wong
6 (the "Deceased"); and

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8 WHEREAS, the application for the Policy, dated January 26, 1994, listed Defendant-In-
9 Interpleader Cheuk Ping Wong ("Wong") and Larry T. Wong as the beneficiaries under the Policy;
10 and

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12 WHEREAS, on or about July 31, 2002, the Deceased submitted a change of beneficiary
13 form naming Defendant-In-Interpleader Harry K. Jeung ("Jeung") as the primary beneficiary to the
14 Policy and Wong as the secondary beneficiary under the Policy; and

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16 WHEREAS, on or about May 11, 2005, the Deceased submitted a change of beneficiary
17 form naming Wong as the sole and primary beneficiary under the Policy; and

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19 WHEREAS, the Deceased died on July 18, 2005; and

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21 WHEREAS, on or about August 8, 2005, NYLIC received a claim form from Wong
22 claiming the benefits payable under the Policy; and

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24 WHEREAS, on or about August 9, 2005, NYLIC received a letter dated August 3, 2005
25 from Jeung in which he contested the beneficiary designation under the Policy and on or about
26 September 8, 2005, NYLIC received a letter dated September 6, 2005 from attorney Andrew R.
27 Wiener asserting a claim to the benefits due under the Policy on behalf of Jeung; and

28 C 06-3201 CRB

WHEREAS, NYLIC filed its complaint-in-interpleader on May 12, 2006; and

WHEREAS, pursuant to this Court's order directing deposit of stake into Court registry, NYLIC deposited with this Court a check in the amount of \$314,266.50 on June 13, 2006 and a supplemental deposit of \$220.06 on July 27, 2006 (the "Interpled Funds"), which represents the full amount of life insurance proceeds owed under the Policy, plus interest through and including the date of deposit; and

WHEREAS, the Court remains in possession of the Interpled Funds; and

WHEREAS, the parties agree that NYLIC should be discharged with prejudice from all liability with respect to all rights and obligations arising under or relating to the Policy; and

WHEREAS, the parties agree that NYLIC should be dismissed from this action with prejudice; and

WHEREAS, the parties agree that NYLIC should be awarded its reasonable attorneys' fees and costs in the amount of \$5,000.00 which NYLIC incurred in bringing its interpleader action, and which amount is to be paid from the Interpled Funds currently on deposit with this Court; and

WHEREAS, NYLIC waives and releases all of its rights with regard to the Interpled Funds, other than its right to the attorneys' fees and costs awarded in this stipulation.

STIPULATION

NOW, THEREFORE, the parties stipulate and agree, subject to the Court's approval, as follows:

C 06-3201 CRB

1
2 1. That NYLIC be discharged with prejudice from all liability with respect to all rights
3 and obligations arising under or relating to the Policy.

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5 2. That NYLIC be dismissed from this action with prejudice.

6
7 3. The above-named Defendants-In-Interpleader be enjoined and restrained from
8 asserting any future claims against NYLLIC related to the Policy or any benefits due thereunder.

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10 4. That NYLIC be awarded attorneys' fees and costs of \$5,000.00, to be paid from the
11 Interpled Funds currently on deposit with the Court.

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13 5. That NYLIC waives and releases all of its rights with regard to the Interpled Funds,
14 other than its right to the attorneys' fees and costs as provided for in this stipulation.

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16 **IT IS SO STIPULATED.**

17 Dated: August 8, 2006

BARGER & WOLEN LLP

18
19 By: 

J. RUSSELL STEDMAN

KATHLEEN E. DYER

Attorneys for Plaintiff-in-Interpleader

New York Life Insurance Company

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22
23 Dated: August __, 2006

LAW OFFICES OF ANDREW R. WIENER

24
25 By: _____

ANDREW R. WIENER

Attorneys for Defendant-in-Interpleader

Harry K. Jeung

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28 C 06-3201 CRB

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11 Interpled Funds currently on deposit with the Court.

12
13 5. That NYLIC waives and releases all of its rights with regard to the Interpled Funds,
14 other than its right to the attorneys' fees and costs as provided for in this stipulation.

15
16 **IT IS SO STIPULATED.**

17 Dated: August __, 2006

BARGER & WOLEN LLP

18
19 By: _____
20 J. RUSSELL STEDMAN
21 KATHLEEN E. DYER
22 Attorneys for Plaintiff-in-Interpleader
New York Life Insurance Company

23 Dated: August 8, 2006

LAW OFFICES OF ANDREW R. WIENER

24
25 By: _____
26 ANDREW R. WIENER
27 Attorneys for Defendant-in-Interpleader
Harry K. Jeung

28 C 06-3201 CRB

1 Dated: August 8, 2006

THOITS, LOVE, HERSHBERGER &
MCLEAN

By:

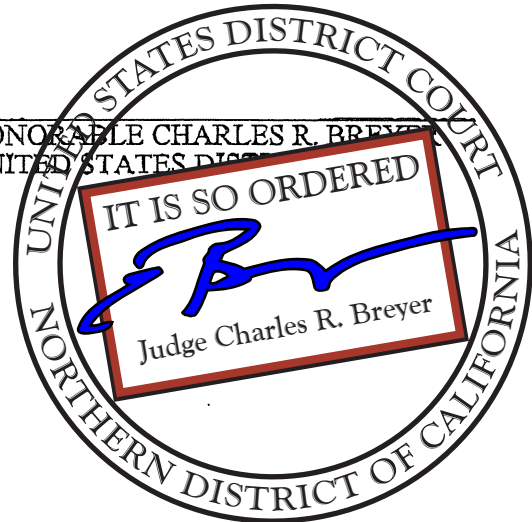
JEFFREY A. SNYDER

Attorneys for Defendant-in-Interpleader
Cheuk Ping Wong

6 IT IS SO ORDERED.

8 Dated: August 14, 2006

HONORABLE CHARLES R. BREYER
UNITED STATES DISTRICT COURT



C 06-3201 CRB

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STIPULATION AND [PROPOSED] ORDER